

RECORDATION NO. 7436-1 Filed & Recorded

OCT 3 1977-9 45 AM

INTERSTATE COMMERCE COMMISSION

W. E. LEWELLEN
VICE PRESIDENT-FINANCIAL SERVICES



United
States
Steel
Corporation

600 GRANT STREET
PITTSBURGH, PENNSYLVANIA 15230

October 3, 1977

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OCT 3 1977-9 45 AM

INTERSTATE COMMERCE COMMISSION

Robert L. Oswald, Secretary
Interstate Commerce Commission
12th & Constitution Avenues, N. W.
Washington, D. C. 20423

RECORDATION NO. 7436-1 Filed & Recorded

OCT 3 1977-9 45 AM

INTERSTATE COMMERCE COMMISSION

OCT 3 1977
Date

CC Washington

Dear Mr. Oswald:

Please find enclosed for filing in your office pursuant to Section 20(c) of the Interstate Commerce Act and Commission Regulations with respect thereto, a duly executed and acknowledged and two certified true copies of:

1. Waivers dated as of September 1, 1977 to a Non-Recourse Purchase and Lease Agreement relating to surface railway rolling stock between Whitkath, Inc., a New York corporation, as the Lessor and the United States Steel Corporation, a Delaware corporation, as the Lessee. By the terms of the Lease, the Lessor will purchase certain surface railway rolling stock to be leased by the Lessee. The aforesaid Non-Recourse Purchase and Lease Agreement was recorded with the Interstate Commerce Commission at 9:35 a.m. on March 21, 1974 at Recordation Number 7436. Amendment Number 1 to said Lease was recorded with the Commission on March 1, 1977.

2. Basic Lease Supplement 020 relating to one hydraulic rerailling system and one rail drill covered by the aforesaid Lease.

3. Trust Indenture Supplement 020 (with respect to one hydraulic rerailling system and one rail drill) to a Trust Indenture relating to surface railway rolling stock between Whitkath and First National City Bank (now Citibank, N. A.), a national banking association with corporate trust offices located in New York,

Joseph W. Doolittle

Robert L. Oswald, Secretary
October 3, 1977
Page 2

New York, as trustee for The Prudential Insurance Company of America, the Travelers Insurance Company and Connecticut General Life Insurance Company, institutional investors who will finance a portion of the purchase price of such surface railway rolling stock by loans to Whitkath which will be secured by the Trust Indenture and evidenced by Whitkath's 8 1/8% non-recourse secured notes to such investors. With certain exceptions, all lease rental payments will be remitted directly to the Trustee to retire the notes of Whitkath. The aforesaid Trust Indenture was recorded with the Interstate Commerce Commission at 9:35 a.m. on March 21, 1974 at Recordation Number 7436-a. Amendment Number 1 to said Indenture was recorded with the Commission on March 1, 1977.

The surface railway rolling stock will be purchased and leased in connection with the development of the Cumberland Mine of the Lessee in Greene County, Pennsylvania and will be utilized to transport coal from such Mine to certain loading facilities of the Lessee on the Monongahela River near Alicia Pennsylvania for further shipment through the Commonwealth of Pennsylvania and the State of Ohio to the Province of Ontario in Canada. Such surface railway rolling stock will include one diesel-electric, standard, railroad locomotive; thirty-one fast dumping 100-ton capacity hopper cars for unit train operation; gas or diesel powered mobile maintenance equipment; and replacement parts therein and surface railway rolling stock substituted therefor. The enclosed Lease and Indenture Supplements cover a hydraulic rerailing system and a rail drill.

Lease rental payments are to be made to the Lessee by Ontario Hydro, a body corporate created and continued by Acts of the Province of Ontario, Canada, as a portion of the purchase price of coal to be recovered from the Lessee's Cumberland Mine. The Lessee has sold and assigned its rights to such lease rental payments to Whitkath in Section 13 of the lease. Whitkath, in turn, has, in the granting clauses of the Trust Indenture, granted a security interest in its rights to certain such lease rental payments and in all of the surface railway rolling stock as well as other rights of Whitkath under the Lease to the Trustee for the benefit of the aforesaid institutional investors. Accordingly, such assignments and security interests are contained in the documents recorded at Recordation Numbers 7436 and 7436-a, as subsequently amended and as modified and supplemented by the documents enclosed

Robert L. Oswald, Secretary
October 3, 1977
Page 3

herewith for recordation and have not been embodied in separate instruments.

None of the enclosed documents have previously been filed and recorded with the Commission.

The addresses of the parties herein identified are set forth in Schedule A hereto.

We would appreciate the original of the Waiver to the Lease, Trust Indenture Supplement 020 and Basic Lease Supplement 020 being returned to the Trustee via the courier who will present the enclosed documents for filing and recordation.

Very truly yours,

By 
Vice President

SCHEDULE A

United States Steel Corporation
71 Broadway
New York, New York 10006
Attention: Treasurer

Whitkath, Inc.
c/o Morgan Guaranty Trust Company
of New York
23 Wall Street
New York, New York 10015
Attention: Loan Department

Ontario Hydro
620 University Avenue
Toronto, Canada M5G 1X6
Attention: Secretary

Citibank, N. A.
111 Wall Street
New York, New York 10015
Attention: Corporate Securities Service Department

The Prudential Insurance Company of America
Newark, New Jersey 07101
Attention: Vice President in charge of the
Bond and Commercial Loan Department

The Travelers Insurance Company
One Tower Square
Hartford, Connecticut 06115
Attention: Securities Department

Connecticut General Life Insurance Company
Hartford, Connecticut 06115
Attention: Bond Department W-32

Interstate Commerce Commission
Washington, D.C. 20423

10/3/77

OFFICE OF THE SECRETARY

W. E. Lewellen
Vice Pres.-Financial Services
U.S. Steel Corp.
600 Grant Street
Pittsburgh, Penn. 15230

Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on

10/3/77


at

9" 9:15am'

and assigned recordation number(s)

7436-H, 7436-I, 7436-J

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

1000 1000

RECORDATION NO. 7136-8 Filed & Re

WAIVERS

OCT 3 1977-9 11 AM

Dated as of September 1, 1977, INTERSTATE COMMERCE COMMISS

to the

Non-Recourse Purchase and Lease Agreement
(not relating to surface railway rolling stock)

and the

Non-Recourse Purchase and Lease Agreement
(relating to surface railway rolling stock)

and the

Participation Agreement

WAIVERS dated as of September 1, 1977 to (a) the Non-Recourse Purchase and Lease Agreement (not relating to surface railway rolling stock) and the Non-Recourse Purchase and Lease Agreement (relating to surface railway rolling stock) each dated as of October 1, 1973, as amended, (separately, a "Lease", and collectively, the "Leases") between WHITKATH INC., a New York corporation ("Lessor"), and UNITED STATES STEEL CORPORATION, a Delaware corporation ("Lessee"), and (b) the Participation Agreement dated as of October 1, 1973, as amended ("Participation Agreement"), between Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), Lessee, Lessor, The Prudential Insurance Company of America, a New Jersey corporation, The Travelers Insurance Company,

a Connecticut corporation, Connecticut General Life Insurance Company, a Connecticut corporation, and Citibank N.A. (formerly First National City Bank), a national banking association, as Trustee.

WHEREAS, the parties to the Leases desire to waive certain provisions of Sections 17 of the Leases and Section 2 of the Participation Agreement in certain respects.

NOW, THEREFORE, Lessor and Lessee agree as follows:

A. Waivers of the Leases

1. Definitions. For purposes of these Waivers, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Leases.

2. Waivers of Sections 17(a) and 17(b)(ii).

All requirements (a) for compliance with the proviso set forth in the first sentence of Section 17(a) of each of the Leases are hereby waived, such waiver of Section 17(a) to be effective if and only if the maximum amount of all the fire and extended coverage insurance policies covering all Transferred and Leased Assets under both Leases maintained pursuant to Section 17(a) is at all times equal to at least \$5,000,000 per each occurrence and (b) for compliance with Section 17(b)(ii) of each of the Leases are

hereby waived. It is hereby stipulated that, for so long as these Waivers of the Leases are in force, policies of insurance under Section 17(b) of the Leases covering public liability and property damage with respect to Transferred and Leased Assets with limits of \$25,000,000 and with deductibles of no more than \$2,000,000, and policies of insurance under Section 17(a) of the Leases covering loss or damage with respect to Transferred and Leased Assets with limits of \$5,000,000 per occurrence and deductibles of no more than \$1,000,000 shall, in each case, be deemed to be in compliance with Section 17(b) and Section 17(a) of the Leases, respectively.

3. Period of these Waivers. The foregoing Waivers of the Leases shall remain effective until 60 days have elapsed after written notice of termination hereof shall have been transmitted by (a) Lessor to Lessee and each Noteholder or (b) holders of at least 66 2/3% in principal amount of Notes then outstanding to Lessee and Lessor.

4. Continuing Effect of Leases. Except as herein specifically waived and stipulated, the terms of both of the Leases are hereby ratified and confirmed as being in full force and effect.

5. Chattel Paper. To the extent, if any, that these Waivers to either or both of the Leases constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable

jurisdiction) no security interest in these Waivers may be created through the transfer or possession of any counterpart other than the original counterpart, which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on the signature page thereof.

B. Waivers of the Participation Agreement

1. Definitions. For purposes of this Waiver, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Participation Agreement.

2. Waiver of Certain Provisions of Section 2. Section 2 of the Participation Agreement is hereby waived to the extent necessary to permit (a) all closings to be held at the offices of Debevoise, Plimpton, Lyons & Gates, 299 Park Avenue, New York, N. Y. and (b) the amount of the loan to be made by each Loan Participant at the Second Closing to be as follows:

The Prudential Insurance Company of America	\$ 7,955,077.71
The Travelers Insurance Company	\$ 6,364,062.16
Connecticut General Life Insurance Company	\$ <u>1,591,015.54</u>
	<u>\$15,910,155.41</u>

3. Continuing Effect of Participation Agreement.

Except as herein specifically waived, the terms of the

Participation Agreement are hereby ratified and confirmed as being in full force and effect.

C. Provisions of General Applicability

1. Effectiveness and Enforceability. These Waivers shall be effective and enforceable upon the execution and delivery hereof by Lessor and Lessee and upon the execution and delivery of the consents, instructions and agreements appended hereto.


2. Counterparts. These Waivers may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered, subject to section 5 of division A hereof, shall be an original and, subject to section 5 of division A hereof it shall not be necessary in making proof of these Waivers to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, these Waivers have been duly executed by the undersigned, hereunto duly authorized, as of September 1, 1977.

WHITKATH INC.

(SEAL)


By


PRESIDENT

UNITED STATES STEEL CORPORATION

(SEAL)

By


Vice President

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 27th day of September, 1977, before me personally appeared, James H. Scott, to me personally known, who being by me duly sworn, says that he is the President of WHITKATH INC., a New York corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary O'Donnell

[SEAL]

PENNSYLVANIA
STATE OF ~~NEW YORK~~)
ALLEGHENY : ss.:
COUNTY OF ~~NEW YORK~~)

MARY O'DONNELL
Notary Public, State of New York
Qualified in Bronx County
No. 03-2942525
Certificate filed in N. Y. Co.
Commission expires March 30, 1979

On this 28th day of September, 1977, before me personally appeared, W. E. Lewellen, to me personally known, who being by me duly sworn, says that he is the Vice President of UNITED STATES STEEL CORPORATION, a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Flora J. Chabre

[SEAL]

FLORA J. CHABRE, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
My Commission Expires September 18, 1978

CONSENT

Pursuant to Section 17B of the Participation Agreement dated as of October 1, 1973, as amended (the "Participation Agreement"), among Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), Lessee, Lessor, the Loan Participants (as named therein) and Citibank, N.A. (formerly First National City Bank), as Trustee (the "Trustee"), the undersigned hereby consents to the foregoing Waivers to each of the Leases.

Pursuant to Section 17A of the Participation Agreement, the undersigned hereby consents to the foregoing Waivers to the Participation Agreement to the extent provided in paragraph B(2)(a) of such Waivers, it being understood that the consent of the undersigned to paragraph B(2)(b) of such Waivers is not required.

For the purposes of the Coal Purchase Agreement, dated as of October 1, 1973, as amended, between Ontario Hydro and the Lessee, any references to the Lease and the Participation Agreement in such document include the foregoing Waivers to the Participation Agreement and the Leases, respectively.

Duly executed by the undersigned, hereunto duly
authorized, on September , 1977.

ONTARIO HYDRO

By _____

CONSENT AND INSTRUCTION

Pursuant to Sections 17A and 17B of the Participation Agreement, as amended, the undersigned hereby consent to the foregoing Waivers to the Participation Agreement and each of the Leases and, pursuant to Section 35.4 of the two Trust Indentures dated as of October 1, 1973, as amended (the "Indentures") between Whitkath Inc. and the Trustee, hereby instruct the Trustee to agree to the foregoing Waivers.

This Consent and Instruction may be executed by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this Consent and Instruction to produce or account for more than one such counterpart.

Duly executed by the undersigned, hereunto duly authorized.

THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA

By _____

(date of execution)

THE TRAVELERS INSURANCE COMPANY

By _____

(date of execution)

CONNECTICUT GENERAL LIFE INSURANCE
COMPANY

By _____

(date of execution)

AGREEMENT

Pursuant to the above instructions, Citibank, N.A. (formerly First National City Bank), as Trustee under the Indentures, as amended, hereby agrees to the foregoing Waivers to the Participation Agreement and each of the Leases.

Duly executed by the undersigned, hereunto duly authorized on September , 1977.

CITIBANK, N.A., as Trustee

By _____

WAIVERS

Dated as of September 1, 1977

to the

Non-Recourse Purchase and Lease Agreement
(not relating to surface railway rolling stock)

and the

Non-Recourse Purchase and Lease Agreement
(relating to surface railway rolling stock)

and the

Participation Agreement

WAIVERS dated as of September 1, 1977 to (a) the Non-Recourse Purchase and Lease Agreement (not relating to surface railway rolling stock) and the Non-Recourse Purchase and Lease Agreement (relating to surface railway rolling stock) each dated as of October 1, 1973, as amended, (separately, a "Lease", and collectively, the "Leases") between WHITKATH INC., a New York corporation ("Lessor"), and UNITED STATES STEEL CORPORATION, a Delaware corporation ("Lessee"), and (b) the Participation Agreement dated as of October 1, 1973, as amended ("Participation Agreement"), between Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), Lessee, Lessor, The Prudential Insurance Company of America, a New Jersey corporation, The Travelers Insurance Company,

a Connecticut corporation, Connecticut General Life Insurance Company, a Connecticut corporation, and Citibank N.A. (formerly First National City Bank), a national banking association, as Trustee.

WHEREAS, the parties to the Leases desire to waive certain provisions of Sections 17 of the Leases and Section 2 of the Participation Agreement in certain respects.

NOW, THEREFORE, Lessor and Lessee agree as follows:

A. Waivers of the Leases

1. Definitions. For purposes of these Waivers, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Leases.

2. Waivers of Sections 17(a) and 17(b)(ii).

All requirements (a) for compliance with the proviso set forth in the first sentence of Section 17(a) of each of the Leases are hereby waived, such waiver of Section 17(a) to be effective if and only if the maximum amount of all the fire and extended coverage insurance policies covering all Transferred and Leased Assets under both Leases maintained pursuant to Section 17(a) is at all times equal to at least \$5,000,000 per each occurrence and (b) for compliance with Section 17(b)(ii) of each of the Leases are

hereby waived. It is hereby stipulated that, for so long as these Waivers of the Leases are in force, policies of insurance under Section 17(b) of the Leases covering public liability and property damage with respect to Transferred and Leased Assets with limits of \$25,000,000 and with deductibles of no more than \$2,000,000, and policies of insurance under Section 17(a) of the Leases covering loss or damage with respect to Transferred and Leased Assets with limits of \$5,000,000 per occurrence and deductibles of no more than \$1,000,000 shall, in each case, be deemed to be in compliance with Section 17(b) and Section 17(a) of the Leases, respectively.

3. Period of these Waivers. The foregoing Waivers of the Leases shall remain effective until 60 days have elapsed after written notice of termination hereof shall have been transmitted by (a) Lessor to Lessee and each Noteholder or (b) holders of at least 66 2/3% in principal amount of Notes then outstanding to Lessee and Lessor.

4. Continuing Effect of Leases. Except as herein specifically waived and stipulated, the terms of both of the Leases are hereby ratified and confirmed as being in full force and effect.

5. Chattel Paper. To the extent, if any, that these Waivers to either or both of the Leases constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable

jurisdiction) no security interest in these Waivers may be created through the transfer or possession of any counterpart other than the original counterpart, which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on the signature page thereof.

B. Waivers of the Participation Agreement

1. Definitions. For purposes of this Waiver, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Participation Agreement.

2. Waiver of Certain Provisions of Section 2.

Section 2 of the Participation Agreement is hereby waived to the extent necessary to permit (a) all closings to be held at the offices of Debevoise, Plimpton, Lyons & Gates, 299 Park Avenue, New York, N. Y. and (b) the amount of the loan to be made by each Loan Participant at the Second Closing to be as follows:

The Prudential Insurance Company of America	\$ 7,955,077.71
The Travelers Insurance Company	\$ 6,364,062.16
Connecticut General Life Insurance Company	\$ <u>1,591,015.54</u>
	<u>\$15,910,155.41</u>

3. Continuing Effect of Participation Agreement.

Except as herein specifically waived, the terms of the

Participation Agreement are hereby ratified and confirmed as being in full force and effect.

C. Provisions of General Applicability

1. Effectiveness and Enforceability. These Waivers shall be effective and enforceable upon the execution and delivery hereof by Lessor and Lessee and upon the execution and delivery of the consents, instructions and agreements appended hereto.

2. Counterparts. These Waivers may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered, subject to section 5 of division A hereof, shall be an original and, subject to section 5 of division A hereof it shall not be necessary in making proof of these Waivers to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, these Waivers have been duly executed by the undersigned, hereunto duly authorized, as of September 1, 1977.

WHITKATH INC.

(SEAL)

By _____

UNITED STATES STEEL CORPORATION

(SEAL)

By _____

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this day of September, 1977, before
me personally appeared, , to me
personally known, who being by me duly sworn, says that
he is the of WHITKATH INC., a New York corpora-
tion, that the seal affixed to the foregoing instrument
is the corporate seal of said corporation, that said
instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and
he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

[SEAL]

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this day of September, 1977, before
me personally appeared, , to me
personally known, who being by me duly sworn, says that
he is the of UNITED STATES STEEL CORPORATION,
a Delaware corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed
on behalf of said corporation by authority of its Board
of Directors, and he acknowledged that the execution of
the foregoing instrument was the free act and deed of
said corporation.

[SEAL]

CONSENT

Pursuant to Section 17B of the Participation Agreement dated as of October 1, 1973, as amended (the "Participation Agreement"), among Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), Lessee, Lessor, the Loan Participants (as named therein) and Citibank, N.A. (formerly First National City Bank), as Trustee (the "Trustee") the undersigned hereby consents to the foregoing Waivers to each of the Leases.

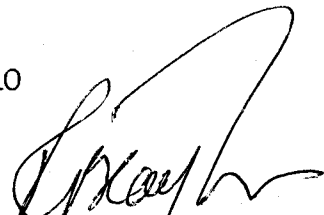
Pursuant to Section 17A of the Participation Agreement, the undersigned hereby consents to the foregoing Waivers to the Participation Agreement to the extent provided in paragraph B(2)(a) of such Waivers, it being understood that the consent of the undersigned to paragraph B(2)(b) of such Waivers is not required.

For the purposes of the Coal Purchase Agreement, dated as of October 1, 1973, as amended, between Ontario Hydro and the Lessee, any references to the Lease and the Participation Agreement in such document include the foregoing Waivers to the Participation Agreement and the Leases, respectively.

Duly executed by the undersigned, hereunto duly
authorized, on September 28, 1977.

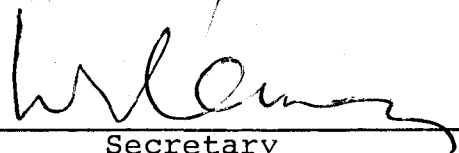
ONTARIO HYDRO

By



Chairman

By



Secretary

CONSENT AND INSTRUCTION

Pursuant to Sections 17A and 17B of the Participation Agreement, as amended, the undersigned hereby consent to the foregoing Waivers to the Participation Agreement and each of the Leases and, pursuant to Section 35.4 of the two Trust Indentures dated as of October 1, 1973, as amended (the "Indentures") between Whitkath Inc. and the Trustee, hereby instruct the Trustee to agree to the foregoing Waivers.

This Consent and Instruction may be executed by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this Consent and Instruction to produce or account for more than one such counterpart.

Duly executed by the undersigned, hereunto duly authorized.

THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA

By _____

(date of execution)

THE TRAVELERS INSURANCE COMPANY

By _____

(date of execution)

CONNECTICUT GENERAL LIFE INSURANCE
COMPANY

By _____

(date of execution)

AGREEMENT

Pursuant to the above instructions, Citibank, N.A. (formerly First National City Bank), as Trustee under the Indentures, as amended, hereby agrees to the foregoing Waivers to the Participation Agreement and each of the Leases.

Duly executed by the undersigned, hereunto duly authorized on September , 1977.

CITIBANK, N.A., as Trustee

By _____

WAIVERS

Dated as of September 1, 1977

to the

Non-Recourse Purchase and Lease Agreement
(not relating to surface railway rolling stock)

and the

Non-Recourse Purchase and Lease Agreement
(relating to surface railway rolling stock)

and the

Participation Agreement

WAIVERS dated as of September 1, 1977 to (a) the Non-Recourse Purchase and Lease Agreement (not relating to surface railway rolling stock) and the Non-Recourse Purchase and Lease Agreement (relating to surface railway rolling stock) each dated as of October 1, 1973, as amended, (separately, a "Lease", and collectively, the "Leases") between WHITKATH INC., a New York corporation ("Lessor"), and UNITED STATES STEEL CORPORATION, a Delaware corporation ("Lessee"), and (b) the Participation Agreement dated as of October 1, 1973, as amended ("Participation Agreement"), between Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), Lessee, Lessor, The Prudential Insurance Company of America, a New Jersey corporation, The Travelers Insurance Company,

a Connecticut corporation, Connecticut General Life Insurance Company, a Connecticut corporation, and Citibank N.A. (formerly First National City Bank), a national banking association, as Trustee.

WHEREAS, the parties to the Leases desire to waive certain provisions of Sections 17 of the Leases and Section 2 of the Participation Agreement in certain respects.

NOW, THEREFORE, Lessor and Lessee agree as follows:

A. Waivers of the Leases

1. Definitions. For purposes of these Waivers, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Leases.

2. Waivers of Sections 17(a) and 17(b)(ii).

All requirements (a) for compliance with the proviso set forth in the first sentence of Section 17(a) of each of the Leases are hereby waived, such waiver of Section 17(a) to be effective if and only if the maximum amount of all the fire and extended coverage insurance policies covering all Transferred and Leased Assets under both Leases maintained pursuant to Section 17(a) is at all times equal to at least \$5,000,000 per each occurrence and (b) for compliance with Section 17(b)(ii) of each of the Leases are

hereby waived. It is hereby stipulated that, for so long as these Waivers of the Leases are in force, policies of insurance under Section 17(b) of the Leases covering public liability and property damage with respect to Transferred and Leased Assets with limits of \$25,000,000 and with deductibles of no more than \$2,000,000, and policies of insurance under Section 17(a) of the Leases covering loss or damage with respect to Transferred and Leased Assets with limits of \$5,000,000 per occurrence and deductibles of no more than \$1,000,000 shall, in each case, be deemed to be in compliance with Section 17(b) and Section 17(a) of the Leases, respectively.

3. Period of these Waivers. The foregoing Waivers of the Leases shall remain effective until 60 days have elapsed after written notice of termination hereof shall have been transmitted by (a) Lessor to Lessee and each Noteholder or (b) holders of at least 66 2/3% in principal amount of Notes then outstanding to Lessee and Lessor.

4. Continuing Effect of Leases. Except as herein specifically waived and stipulated, the terms of both of the Leases are hereby ratified and confirmed as being in full force and effect.

5. Chattel Paper. To the extent, if any, that these Waivers to either or both of the Leases constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable

jurisdiction) no security interest in these Waivers may be created through the transfer or possession of any counterpart other than the original counterpart, which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on the signature page thereof.

B. Waivers of the Participation Agreement

1. Definitions. For purposes of this Waiver, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Participation Agreement.

2. Waiver of Certain Provisions of Section 2.

Section 2 of the Participation Agreement is hereby waived to the extent necessary to permit (a) all closings to be held at the offices of Debevoise, Plimpton, Lyons & Gates, 299 Park Avenue, New York, N. Y. and (b) the amount of the loan to be made by each Loan Participant at the Second Closing to be as follows:

The Prudential Insurance Company of America	\$ 7,955,077.71
The Travelers Insurance Company	\$ 6,364,062.16
Connecticut General Life Insurance Company	\$ <u>1,591,015.54</u>
	<u>\$15,910,155.41</u>

3. Continuing Effect of Participation Agreement.

Except as herein specifically waived, the terms of the

Participation Agreement are hereby ratified and confirmed as being in full force and effect.

C. Provisions of General Applicability

1. Effectiveness and Enforceability. These Waivers shall be effective and enforceable upon the execution and delivery hereof by Lessor and Lessee and upon the execution and delivery of the consents, instructions and agreements appended hereto.

2. Counterparts. These Waivers may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered, subject to section 5 of division A hereof, shall be an original and, subject to section 5 of division A hereof it shall not be necessary in making proof of these Waivers to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, these Waivers have been duly executed by the undersigned, hereunto duly authorized, as of September 1, 1977.

WHITKATH INC.

(SEAL)

By _____

UNITED STATES STEEL CORPORATION

(SEAL)

By _____

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this day of September, 1977, before
me personally appeared, , to me
personally known, who being by me duly sworn, says that
he is the of WHITKATH INC., a New York corpora-
tion, that the seal affixed to the foregoing instrument
is the corporate seal of said corporation, that said
instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and
he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

[SEAL]

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this day of September, 1977, before
me personally appeared, , to me
personally known, who being by me duly sworn, says that
he is the of UNITED STATES STEEL CORPORATION,
a Delaware corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed
on behalf of said corporation by authority of its Board
of Directors, and he acknowledged that the execution of
the foregoing instrument was the free act and deed of
said corporation.

[SEAL]

CONSENT

Pursuant to Section 17B of the Participation Agreement dated as of October 1, 1973, as amended (the "Participation Agreement"), among Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), Lessee, Lessor, the Loan Participants (as named therein) and Citibank, N.A. (formerly First National City Bank), as Trustee (the "Trustee"), the undersigned hereby consents to the foregoing Waivers to each of the Leases.

Pursuant to Section 17A of the Participation Agreement, the undersigned hereby consents to the foregoing Waivers to the Participation Agreement to the extent provided in paragraph B(2)(a) of such Waivers, it being understood that the consent of the undersigned to paragraph B(2)(b) of such Waivers is not required.

For the purposes of the Coal Purchase Agreement, dated as of October 1, 1973, as amended, between Ontario Hydro and the Lessee, any references to the Lease and the Participation Agreement in such document include the foregoing Waivers to the Participation Agreement and the Leases, respectively.

Duly executed by the undersigned, hereunto duly
authorized, on September , 1977.

• ONTARIO HYDRO

By _____

CONSENT AND INSTRUCTION

Pursuant to Sections 17A and 17B of the Participation Agreement, as amended, the undersigned hereby consent to the foregoing Waivers to the Participation Agreement and each of the Leases and, pursuant to Section 35.4 of the two Trust Indentures dated as of October 1, 1973, as amended (the "Indentures") between Whitkath Inc. and the Trustee, hereby instruct the Trustee to agree to the foregoing Waivers.

This Consent and Instruction may be executed by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this Consent and Instruction to produce or account for more than one such counterpart.

Duly executed by the undersigned, hereunto duly authorized.

THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA

By Edward A. Mulhare
Vice President

As of September 1, 1977
(date of execution)

THE TRAVELERS INSURANCE COMPANY

By _____

(date of execution)

CONNECTICUT GENERAL LIFE INSURANCE
COMPANY

By _____

(date of execution)

AGREEMENT

Pursuant to the above instructions, Citibank, N.A. (formerly First National City Bank), as Trustee under the Indentures, as amended, hereby agrees to the foregoing Waivers to the Participation Agreement and each of the Leases.

Duly executed by the undersigned, hereunto duly authorized on September , 1977.

CITIBANK, N.A., as Trustee

By _____

WAIVERS

Dated as of September 1, 1977

to the

Non-Recourse Purchase and Lease Agreement
(not relating to surface railway rolling stock)

and the

Non-Recourse Purchase and Lease Agreement
(relating to surface railway rolling stock)

and the

Participation Agreement

WAIVERS dated as of September 1, 1977 to (a) the Non-Recourse Purchase and Lease Agreement (not relating to surface railway rolling stock) and the Non-Recourse Purchase and Lease Agreement (relating to surface railway rolling stock) each dated as of October 1, 1973, as amended, (separately, a "Lease", and collectively, the "Leases") between WHITKATH INC., a New York corporation ("Lessor"), and UNITED STATES STEEL CORPORATION, a Delaware corporation ("Lessee"), and (b) the Participation Agreement dated as of October 1, 1973, as amended ("Participation Agreement"), between Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), Lessee, Lessor, The Prudential Insurance Company of America, a New Jersey corporation, The Travelers Insurance Company,

a Connecticut corporation, Connecticut General Life Insurance Company, a Connecticut corporation, and Citibank N.A. (formerly First National City Bank), a national banking association, as Trustee.

WHEREAS, the parties to the Leases desire to waive certain provisions of Sections 17 of the Leases and Section 2 of the Participation Agreement in certain respects.

NOW, THEREFORE, Lessor and Lessee agree as follows:

A. Waivers of the Leases

1. Definitions. For purposes of these Waivers, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Leases.

2. Waivers of Sections 17(a) and 17(b)(ii).

All requirements (a) for compliance with the proviso set forth in the first sentence of Section 17(a) of each of the Leases are hereby waived, such waiver of Section 17(a) to be effective if and only if the maximum amount of all the fire and extended coverage insurance policies covering all Transferred and Leased Assets under both Leases maintained pursuant to Section 17(a) is at all times equal to at least \$5,000,000 per each occurrence and (b) for compliance with Section 17(b)(ii) of each of the Leases are

hereby waived. It is hereby stipulated that, for so long as these Waivers of the Leases are in force, policies of insurance under Section 17(b) of the Leases covering public liability and property damage with respect to Transferred and Leased Assets with limits of \$25,000,000 and with deductibles of no more than \$2,000,000, and policies of insurance under Section 17(a) of the Leases covering loss or damage with respect to Transferred and Leased Assets with limits of \$5,000,000 per occurrence and deductibles of no more than \$1,000,000 shall, in each case, be deemed to be in compliance with Section 17(b) and Section 17(a) of the Leases, respectively.

3. Period of these Waivers. The foregoing Waivers of the Leases shall remain effective until 60 days have elapsed after written notice of termination hereof shall have been transmitted by (a) Lessor to Lessee and each Noteholder or (b) holders of at least 66 2/3% in principal amount of Notes then outstanding to Lessee and Lessor.

4. Continuing Effect of Leases. Except as herein specifically waived and stipulated, the terms of both of the Leases are hereby ratified and confirmed as being in full force and effect.

5. Chattel Paper. To the extent, if any, that these Waivers to either or both of the Leases constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable

jurisdiction) no security interest in these Waivers may be created through the transfer or possession of any counterpart other than the original counterpart, which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on the signature page thereof.

B. Waivers of the Participation Agreement

1. Definitions. For purposes of this Waiver, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Participation Agreement.

2. Waiver of Certain Provisions of Section 2.

Section 2 of the Participation Agreement is hereby waived to the extent necessary to permit (a) all closings to be held at the offices of Debevoise, Plimpton, Lyons & Gates, 299 Park Avenue, New York, N. Y. and (b) the amount of the loan to be made by each Loan Participant at the Second Closing to be as follows:

The Prudential Insurance Company of America	\$ 7,955,077.71
The Travelers Insurance Company	\$ 6,364,062.16
Connecticut General Life Insurance Company	\$ <u>1,591,015.54</u>
	<u>\$15,910,155.41</u>

3. Continuing Effect of Participation Agreement.

Except as herein specifically waived, the terms of the

Participation Agreement are hereby ratified and confirmed as being in full force and effect.

C. Provisions of General Applicability

1. Effectiveness and Enforceability. These Waivers shall be effective and enforceable upon the execution and delivery hereof by Lessor and Lessee and upon the execution and delivery of the consents, instructions and agreements appended hereto.

2. Counterparts. These Waivers may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered, subject to section 5 of division A hereof, shall be an original and, subject to section 5 of division A hereof, it shall not be necessary in making proof of these Waivers to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, these Waivers have been duly executed by the undersigned, hereunto duly authorized, as of September 1, 1977.

WHITKATH INC.

(SEAL)

By _____

UNITED STATES STEEL CORPORATION

(SEAL)

By _____

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this day of September, 1977, before
me personally appeared, , to me
personally known, who being by me duly sworn, says that
he is the of WHITKATH INC., a New York corpora-
tion, that the seal affixed to the foregoing instrument
is the corporate seal of said corporation, that said
instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and
he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

[SEAL]

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this day of September, 1977, before
me personally appeared, , to me
personally known, who being by me duly sworn, says that
he is the of UNITED STATES STEEL CORPORATION,
a Delaware corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed
on behalf of said corporation by authority of its Board
of Directors, and he acknowledged that the execution of
the foregoing instrument was the free act and deed of
said corporation.

[SEAL]

CONSENT

Pursuant to Section 17B of the Participation Agreement dated as of October 1, 1973, as amended (the "Participation Agreement"), among Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), Lessee, Lessor, the Loan Participants (as named therein) and Citibank, N.A. (formerly First National City Bank), as Trustee (the "Trustee"), the undersigned hereby consents to the foregoing Waivers to each of the Leases.

Pursuant to Section 17A of the Participation Agreement, the undersigned hereby consents to the foregoing Waivers to the Participation Agreement to the extent provided in paragraph B(2)(a) of such Waivers, it being understood that the consent of the undersigned to paragraph B(2)(b) of such Waivers is not required.

For the purposes of the Coal Purchase Agreement, dated as of October 1, 1973, as amended, between Ontario Hydro and the Lessee, any references to the Lease and the Participation Agreement in such document include the foregoing Waivers to the Participation Agreement and the Leases, respectively.

Duly executed by the undersigned, hereunto duly
authorized, on September , 1977.

ONTARIO HYDRO

By _____

CONSENT AND INSTRUCTION

Pursuant to Sections 17A and 17B of the Participation Agreement, as amended, the undersigned hereby consent to the foregoing Waivers to the Participation Agreement and each of the Leases and, pursuant to Section 35.4 of the two Trust Indentures dated as of October 1, 1973, as amended (the "Indentures") between Whitkath Inc. and the Trustee, hereby instruct the Trustee to agree to the foregoing Waivers.

This Consent and Instruction may be executed by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this Consent and Instruction to produce or account for more than one such counterpart.

Duly executed by the undersigned, hereunto duly authorized.

THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA

By _____

(date of execution)

THE TRAVELERS INSURANCE COMPANY

By J. Hugh Cebrian
Investment Officer
9/29/77
(date of execution)

CONNECTICUT GENERAL LIFE INSURANCE
COMPANY

By James A. Tate
SEP 29 1977
(date of execution)

AGREEMENT

Pursuant to the above instructions, Citibank, N.A. (formerly First National City Bank), as Trustee under the Indentures, as amended, hereby agrees to the foregoing Waivers to the Participation Agreement and each of the Leases.

Duly executed by the undersigned, hereunto duly authorized on September , 1977.

CITIBANK, N.A., as Trustee

By _____

WAIVERS

Dated as of September 1, 1977

to the

Non-Recourse Purchase and Lease Agreement
(not relating to surface railway rolling stock)

and the

Non-Recourse Purchase and Lease Agreement
(relating to surface railway rolling stock)

and the

Participation Agreement

WAIVERS dated as of September 1, 1977 to (a) the Non-Recourse Purchase and Lease Agreement (not relating to surface railway rolling stock) and the Non-Recourse Purchase and Lease Agreement (relating to surface railway rolling stock) each dated as of October 1, 1973, as amended, (separately, a "Lease", and collectively, the "Leases") between WHITKATH INC., a New York corporation ("Lessor"), and UNITED STATES STEEL CORPORATION, a Delaware corporation ("Lessee"), and (b) the Participation Agreement dated as of October 1, 1973, as amended ("Participation Agreement"), between Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), Lessee, Lessor, The Prudential Insurance Company of America, a New Jersey corporation, The Travelers Insurance Company,

a Connecticut corporation, Connecticut General Life Insurance Company, a Connecticut corporation, and Citibank N.A. (formerly First National City Bank), a national banking association, as Trustee.

WHEREAS, the parties to the Leases desire to waive certain provisions of Sections 17 of the Leases and Section 2 of the Participation Agreement in certain respects.

NOW, THEREFORE, Lessor and Lessee agree as follows:

A. Waivers of the Leases

1. Definitions. For purposes of these Waivers, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Leases.

2. Waivers of Sections 17(a) and 17(b)(ii).

All requirements (a) for compliance with the proviso set forth in the first sentence of Section 17(a) of each of the Leases are hereby waived, such waiver of Section 17(a) to be effective if and only if the maximum amount of all the fire and extended coverage insurance policies covering all Transferred and Leased Assets under both Leases maintained pursuant to Section 17(a) is at all times equal to at least \$5,000,000 per each occurrence and (b) for compliance with Section 17(b)(ii) of each of the Leases are

hereby waived. It is hereby stipulated that, for so long as these Waivers of the Leases are in force, policies of insurance under Section 17(b) of the Leases covering public liability and property damage with respect to Transferred and Leased Assets with limits of \$25,000,000 and with deductibles of no more than \$2,000,000, and policies of insurance under Section 17(a) of the Leases covering loss or damage with respect to Transferred and Leased Assets with limits of \$5,000,000 per occurrence and deductibles of no more than \$1,000,000 shall, in each case, be deemed to be in compliance with Section 17(b) and Section 17(a) of the Leases, respectively.

3. Period of these Waivers. The foregoing Waivers of the Leases shall remain effective until 60 days have elapsed after written notice of termination hereof shall have been transmitted by (a) Lessor to Lessee and each Noteholder or (b) holders of at least 66 2/3% in principal amount of Notes then outstanding to Lessee and Lessor.

4. Continuing Effect of Leases. Except as herein specifically waived and stipulated, the terms of both of the Leases are hereby ratified and confirmed as being in full force and effect.

5. Chattel Paper. To the extent, if any, that these Waivers to either or both of the Leases constitute chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable

jurisdiction) no security interest in these Waivers may be created through the transfer or possession of any counterpart other than the original counterpart, which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on the signature page thereof.

B. Waivers of the Participation Agreement

1. Definitions. For purposes of this Waiver, unless specified herein or unless the context otherwise requires, terms used herein shall have the same meanings as set forth in the Participation Agreement.

2. Waiver of Certain Provisions of Section 2.

Section 2 of the Participation Agreement is hereby waived to the extent necessary to permit (a) all closings to be held at the offices of Debevoise, Plimpton, Lyons & Gates, 299 Park Avenue, New York, N. Y. and (b) the amount of the loan to be made by each Loan Participant at the Second Closing to be as follows:

The Prudential Insurance Company of America	\$ 7,955,077.71
The Travelers Insurance Company	\$ 6,364,062.16
Connecticut General Life Insurance Company	\$ <u>1,591,015.54</u>
	<u>\$15,910,155.41</u>

3. Continuing Effect of Participation Agreement.

Except as herein specifically waived, the terms of the

Participation Agreement are hereby ratified and confirmed as being in full force and effect.

C. Provisions of General Applicability

1. Effectiveness and Enforceability. These Waivers shall be effective and enforceable upon the execution and delivery hereof by Lessor and Lessee and upon the execution and delivery of the consents, instructions and agreements appended hereto.

2. Counterparts. These Waivers may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered, subject to section 5 of division A hereof, shall be an original and, subject to section 5 of division A hereof it shall not be necessary in making proof of these Waivers to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, these Waivers have been duly executed by the undersigned, hereunto duly authorized, as of September 1, 1977.

WHITKATH INC.

(SEAL)

By _____

UNITED STATES STEEL CORPORATION

(SEAL)

By _____

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this day of September, 1977, before
me personally appeared, , to me
personally known, who being by me duly sworn, says that
he is the of WHITKATH INC., a New York corpora-
tion, that the seal affixed to the foregoing instrument
is the corporate seal of said corporation, that said
instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and
he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

[SEAL]

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this day of September, 1977, before
me personally appeared, , to me
personally known, who being by me duly sworn, says that
he is the of UNITED STATES STEEL CORPORATION,
a Delaware corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed
on behalf of said corporation by authority of its Board
of Directors, and he acknowledged that the execution of
the foregoing instrument was the free act and deed of
said corporation.

[SEAL]

CONSENT

Pursuant to Section 17B of the Participation Agreement dated as of October 1, 1973, as amended (the "Participation Agreement"), among Ontario Hydro (formerly The Hydro-Electric Power Commission of Ontario), Lessee, Lessor, the Loan Participants (as named therein) and Citibank, N.A. (formerly First National City Bank), as Trustee (the "Trustee") the undersigned hereby consents to the foregoing Waivers to each of the Leases.

Pursuant to Section 17A of the Participation Agreement, the undersigned hereby consents to the foregoing Waivers to the Participation Agreement to the extent provided in paragraph B(2)(a) of such Waivers, it being understood that the consent of the undersigned to paragraph B(2)(b) of such Waivers is not required.

For the purposes of the Coal Purchase Agreement, dated as of October 1, 1973, as amended, between Ontario Hydro and the Lessee, any references to the Lease and the Participation Agreement in such document include the foregoing Waivers to the Participation Agreement and the Leases, respectively.

Duly executed by the undersigned, hereunto duly
authorized, on September , 1977.

ONTARIO HYDRO

By _____

CONSENT AND INSTRUCTION

Pursuant to Sections 17A and 17B of the Participation Agreement, as amended, the undersigned hereby consent to the foregoing Waivers to the Participation Agreement and each of the Leases and, pursuant to Section 35.4 of the two Trust Indentures dated as of October 1, 1973, as amended (the "Indentures") between Whitkath Inc. and the Trustee, hereby instruct the Trustee to agree to the foregoing Waivers.

This Consent and Instruction may be executed by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, and it shall not be necessary in making proof of this Consent and Instruction to produce or account for more than one such counterpart.

Duly executed by the undersigned, hereunto duly authorized.

THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA

By _____

(date of execution)

THE TRAVELERS INSURANCE COMPANY

By _____

(date of execution)

CONNECTICUT GENERAL LIFE INSURANCE
COMPANY

By _____

(date of execution)

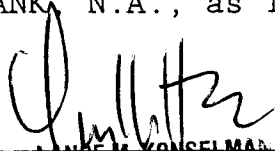
AGREEMENT

Pursuant to the above instructions, Citibank, N.A. (formerly First National City Bank), as Trustee under the Indentures, as amended, hereby agrees to the foregoing Waivers to the Participation Agreement and each of the Leases.

Duly executed by the undersigned, hereunto duly authorized on September , 1977.

CITIBANK, N.A., as Trustee

By



LANCE M. KONSELMAN

Senior Trust Officer